# **GENERAL SERVICES ADMINISTRATION** FEDERAL SUPPLY SERVICE

**AUTHORIZED FEDERAL ACQUISITION SERVICE** INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY **EQUIPMENT, SOFTWARE AND SERVICES** 

# SIN 132-51- INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS CODE D301 - IT Facility Operation and Maintenance

FPDS CODE D302 - IT Systems Development Services

FPDS CODE D306 - IT Systems Analysis Services

FPDS CODE D307 - Automated Information Systems Design and Integration Services

FPDS CODE D308 - Programming Services

FPDS CODE D310 - IT Backup and Security Services

FPDS CODE D311 - IT Data Conversion Services

FPDS CODE D316 - IT Network Management Services

FPDS CODE D317 - Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services

FPDS CODE D399 - Other Information Technology Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or

professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



# NetStar Systems International, Inc.

722 Grant Street Suite L Herndon, VA 20170-4532 Phone: (703) 890-2700 Fax: (703) 890-2765 http://www.netstarintl.com

**Contract Administrator: Lien Petruzzo** Contract Number: GS-35F-0735V

Period Covered by Contract: September 25, 2009 – September 24, 2014

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.

# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

# SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (<a href="www.fss.gsa.gov">www.fss.gsa.gov</a>). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (<a href="www.fss.gsa.gov">www.fss.gsa.gov</a>) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

# 1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [] The Geographic Scope of Contract will be domestic and overseas delivery.
- [] The Geographic Scope of Contract will be overseas delivery only.
- [X] The Geographic Scope of Contract will be domestic delivery only.

# 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

NetStar Systems International, Inc. 722 Grant Street Suite L Herndon, VA 20170-4532

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(703) 890-2700

#### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

# 4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 131343589

Block 30: Type of Contractor: Small business

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-2007345

a. CAGE Code: 3BCE2

b. Contractor has registered with the Central Contractor Registration Database.

# 5. FOB: DESTINATION

#### 6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Delivery will be based upon an agreement between NetStar Systems International Inc. and the ordering agency.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

# 7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 1% net 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
- e. Other: None

# 8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

# 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

# 10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

# 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for SIN 132-51 (IT) Professional Services is: \$500,000

# 12. USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS. In accordance with FAR 8.404

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

# 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

# 13. 1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPSPUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription

service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

# 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

# 14. SECURITY REQUIREMENTS (C-FSS-370) (NOV 2001)

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- <u>b. Travel:</u> The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. <u>Insurance:</u> As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- <u>e. Personnel:</u> The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. <u>Documentation/Standards:</u> The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- <u>Data/Deliverable Requirements:</u> Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- <u>i.</u> <u>Government-Furnished Property:</u> As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- i. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

# 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (I) Termination for the ordering activity's convenience, and (m) Termination for

Cause (See C.1.)

# 16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- 1. Manufacturer:
- 2. Manufacturer's Part Number; and
- 3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <a href="http://www.fss.gsa.gov/">http://www.fss.gsa.gov/</a>.

# 17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- 1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19)):
- 2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- 3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- 4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

# 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

to those agreed to for the entire schedule contract:

- 1. Time of delivery/installation quotations for individual orders;
- 2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- 3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

#### 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: **N/A** 

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

# 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

# 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

# 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

#### 23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <a href="www.cascadestech.com">www.cascadestech.com</a>
The EIT standard can be found at: <a href="www.Section508.gov/">www.Section508.gov/</a>.

# 24. ORDERS BY FEDERAL GOVERNMENT CONTRACTORS

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); andb. The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

- The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

#### 2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

#### 3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 4. PERFORMANCE OF SERVICES

- The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

# 5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

# 6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

# 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

# 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

#### 9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

# 10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions:
  - "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
  - "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
  - An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.
- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

# 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

# 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

# 16. DESCRIPTION OF IT SERVICES AND PRICING

A description of the services available under this IT Services follows these Terms and Conditions. These services are presented in the same manner that NetStar Systems International Inc. sells to the commercial and other ordering activity customers. Hourly rates are offered and are directly related to NetStar Systems International Inc. commercial offerings. For each skill available, there is a commercial job title; the minimum/general experience; functional/responsibility; and minimum education.

a. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

This section presents descriptions of service offerings by labor categories.

Labor Category Descriptions
Special Item No. 132-51

# Job Title:

# **Documentation Specialist**

# Minimum/General Experience:

Three (3) years of demonstrated competency in composing and producing technical documentation.

# **Functional Responsibility:**

Composes and finalizes ADP documentation, including specifications, user manuals, etc. in the style, context, and format required by specific Government standards using input received from the technical staff. Responsible for spelling, grammar, proper format, and proofreading of final documents. Prepares technical reports, charts, graphics, visual aids, presentations, etc. Performs writing composition. Maintains internal documentation and reference library. Competent to work on all aspects of documentation development (exception: does not originate the technical content), distribution, and control.

#### Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title:

# **Help Desk Specialist**

# Minimum/General Experience:

2 years of experience in programming, analysis, or help desk operations and/or equivalent training.

# **Functional Responsibility:**

Responsible for application level problems in the areas of e-mail, directories, standard Windows desktop applications, distance learning applications, and any location specific applications. Provides phone and in-person support to users.

#### Minimum Education:

Associate's Degree, Certificate in Information Technology, or a High School Diploma (or GED) and an additional two (2) years of professional experience.

#### Job Title:

# **Program Analyst**

# Minimum/General Experience:

Four (4) years of general experience with at least two (2) years in a cross-functional environment.

# **Functional Responsibility:**

Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

#### **Minimum Education:**

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title:

# Program Manager I

# Minimum/General Experience:

Seven (7) years of general experience of which at least four (4) years shall be in contract management, contract administration, or program management.

# **Functional Responsibility:**

Oversees the contract support operations involving multiple projects/task orders of all contract support activities. Shall have demonstrated communications skills with all levels of management. Establishes and alters, as necessary, management structures to effectively direct contract support activities. Meets and confers with Government officials regarding the status of specific procurement activities and problems, issues or conflicts regarding resolution. Shall be capable of negotiating and making binding decisions for the company.

# Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title:

# **Program Manager II**

# Minimum/General Experience:

Eight (8) years experience managing systems development process and contract supervision.

# **Functional Responsibility:**

Manages substantial contract support operations involving multiple projects/task orders of all contract support activities. Serves as primary point of contact with client management. Establishes and alters, as necessary, management structures to effectively direct contract support activities. Meets and confers with client management officials regarding the status of specific procurement activities and problems, issues or conflicts regarding resolution. Negotiates binding decisions for the company.

#### Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# **Commercial Job Title:**

# **Senior Database Specialist**

# Minimum/General Experience:

Seven (7) years of experience in data administration, analysis, and coding.

# **Functional Responsibility:**

Supports the administration of all relational databases, database design, development, maintenance, security, and backup. Installs, configures, and maintains Oracle or Structured Query Language (SQL) Server databases, database options, and database facilities. Must facilitate daily backup and recovery procedures. Ensures detailed user/group role security models and is primary point-of-contact for adding and dropping database objects, performance tuning, and performance analysis. Should be able to provide detailed performance reporting on a daily basis, schedule database jobs, perform disaster recovery planning and implementation, and stored procedure creation and tuning.

# **Minimum Education:**

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

#### Job Title:

#### **Senior Database Administrator**

# Minimum/General Experience:

Five (5) years of experience in data administration, analysis, or coding.

# **Functional Responsibility:**

Provides technical expertise and guidance in the design, implementation, operation, and maintenance of database management systems (DBMS.) Evaluates and recommends database products and utilities after matching requirements with product specifications. Determines file organization and indexing methods, data security procedures, and backup and recovery methods.

# **Minimum Education:**

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# **Commercial Job Title:**

# **Senior Program Analyst**

#### Minimum/General Experience:

Five (5) years of general experience with at least three (3) years in a cross-functional environment.

# **Functional Responsibility:**

Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Oversees and provides direction to other staff.

# Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title:

# Senior Software Engineer

# Minimum/General Experience:

Eight (8) years experience in system analysis and design. Programming skills required in two of the following languages — C/C++, Visual Basic, Assembly, and JAVA.

# **Functional Responsibility:**

Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support evaluating formal specifications, data flow diagrams (DFD) and similar design techniques, and evaluating appropriate technological solutions including Computer-Aided Software Engineering (CASE) tools. Interprets software requirements and design specifications to code and integrates and tests software components. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time and improving current techniques. Oversees software configuration management.

# Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title:

# **Senior System Administrator**

# Minimum/General Experience:

Five (5) years experience, of which at least three (3) years must be specialized experience in administrating open systems-compliant systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

# **Functional Responsibility:**

Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

# Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

#### Job Title:

#### **Senior Systems Analyst**

# Minimum/General Experience:

Seven (7) years of experience in systems analysis, data processing, information technology, or computer programming and/or education and training.

# **Functional Responsibility:**

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

#### **Minimum Education:**

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title: Senior Technical Lead

# Minimum/General Experience:

Six (6) years of progressive experience in computer systems development including three (3) years experience in system design.

# **Functional Responsibility:**

Consults with technical managers to support project. Reviews project architectural planning and design; provides insight into potential risk and methods to mitigate same. Focuses technology and practice on the requirements of the current system activity. Maintains supervisory role to ensure high degree of quality assurance and compliance with system requirements.

# **Minimum Education:**

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# Job Title: Training Specialist

# Minimum/General Experience:

Four (4) years experience in instruction. At least two (2) of these must be in a technical discipline. **Functional Responsibility:** 

Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials: course outline, background material and training aids. Prepares all student materials: course manuals, workbooks, handouts, completion certificates, and course critique forms. Trains personnel by conducting formal classroom courses, workshops and seminars. Each trainer shall be an experienced practitioner and fully conversant in the specialty training area in which the trainer offers training. These areas include MS Office Desktop, data warehouse systems, LAN administration and network operations.

# Minimum Education:

Bachelor's degree or a High School Diploma (or GED) and an additional four (4) years of professional experience.

# NetStar Systems International, Inc. GSA Pricelist Special Item No. 132-51

Labor Category Title	GSA Rate w/IFF (\$/hour)
Documentation Specialist	\$62.85
Helpdesk Specialist	\$38.21
Program Analyst	\$71.77
Program Manager I	\$98.78
Program Manager II	\$120.01
Sr. DB Specialist	\$82.91
Sr. DB Administrator	\$119.17
Sr. Program Analyst	\$79.81
Sr. Software Engineer	\$113.39
Sr. Systems Administrator	\$79.81
Sr. Systems Analyst	\$100.18
Sr. Technical Lead	\$97.59
Training Specialist	\$71.77